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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

AHMONE BRYANT and SUSAN RODGERS, individually and on behalf of all others similarly situated, Plaintiff, v. BRINKER RESTAURANT CORPORATION; BRINKER INTERNATIONAL, INC. and BRINKER INTERNATIONAL PAYROLL COMPANY, L.P., Defendants.	CASE NO. CGC-23-608589 **STIPULATION AND PAGA SETTLEMENT AGREEMENT** Action Filed: 12-14-2021 Trial Date: None Set

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This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Veronica Saldana ("Plaintiff Saldana"), Ahmone Bryant ("Plaintiff Bryant"), Susan Rodgers ("Plaintiff Rodgers"), Amanda Hale ("Plaintiff Hale"), Jesus Gomez ("Plaintiff Gomez"), individually and as representatives of the State of California, on behalf of the PAGA Members (as defined below), and Defendants Brinker Restaurant Corporation, Brinker International, Inc.; and Brinker International Payroll Company, L.P. (collectively "Defendants"). Plaintiffs Saldana, Bryant, Rodgers, Hale and Gomez and Defendants are collectively referred to as "Parties". This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. **DEFINITIONS**.

1.1. "Actions" means collectively the PAGA lawsuit alleging wage and hour violations against Defendants captioned *Veronica Saldana v. Brinker Restaurant Corporation; Brinker International, Inc. and Brinker International Payroll Company, L.P.* (Case No. CGC-21-597124 initiated on December 14, 2021, and pending in the Superior Court of the State of California, County of San Francisco) and *Ahmone Bryant, et al. v. Brinker Restaurant Corporation, et al*., Case No. CGC-23-608589 filed in the Superior Court of the State of California, San Francisco County.

1.2. "Administrator" means CPT GROUP, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Approval of the Settlement.

1.4. "Court" means the Superior Court of California, County of San Francisco.

1.5. "Defense Counsel" means Jackson Lewis, P.C.

1.6. "Effective Date" means 65 days after the Court has entered an Order and Judgment approving the Stipulation of Settlement, provided that the period for filing any

challenge to the Order and Judgment, appeal, writ or other appellate proceeding opposing or otherwise challenging the Court's entry of the Approval Order has expired without any such challenge having been filed; or, if any appeal, writ or other appellate proceeding opposing the Approval Order has been filed, including objections, or any other opposition, challenge or motion to vacate the Approval Order has been filed, five calendar days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.7. "Gross Settlement Amount" means One Million Six Hundred Forty-Seven Thousand Five Hundred Dollars and No Cents ($1,647,500), which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payments, and the Administration Expenses Payment.

1.8. "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.

1.9. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.10. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.11. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.12. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative

Enhancement Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.13. "PAGA Counsel" means THE OTTINGER FIRM, P.C., King & Siegel LLP, Haines Law Group, APC, and Setareh Law Group.

1.14. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

1.15. "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendants for at least one day during the PAGA Period.

1.16. "PAGA Period" means the period from September 14, 2020 through either: (1) the date of Court Approval of the Settlement, or (2) the date upon which Defendants elect to conclude the release period pursuant to Paragraph 8.

1.17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.18. "PAGA Member" means all non-exempt employees of Defendants who worked in California during the PAGA Period.

1.19. "PAGA Member Data" means PAGA Member identifying information in Defendants' possession including the PAGA Member's name, last-known mailing address, Social Security number, and the start and end dates of employment for each PAGA Member as well as Defendants' best estimates of the number of PAGA Pay Periods worked by each PAGA Member. This information will be provided to the Administrator only. PAGA Counsel can be advised of the total PAGA Members and PAGA Pay Periods worked by each PAGA Member contained within the PAGA Member Data only.

1.20. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with PAGA Members.

1.21. "PAGA Notices" means the following written notices submitted by Plaintiffs to the Labor and Workforce Development Agency by online filing and served on Defendants by certified mail, pursuant to Labor Code § 2699.3(a)(1)(A) or § 2699.3(c)(1)(A), as applicable, including any attachments: (a) Hale's notice dated September 8, 2021; (b) Hale's amended notice dated January 17, 2023; (c) Saldana's notice dated November 9, 2021; (d) Saldana's amended notice dated July 12, 2023; (e) Gomez's notice dated January 9, 2023; and (f) the amended notice(s) submitted on July 30, 2025 by Plaintiffs Saldana and Bryant.

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members and the 75% to LWDA in settlement of PAGA claims.

1.23. "PAGA Representatives" means Plaintiff Saldana, Bryant, Rodgers, Hale and Gomez.

1.24. "PAGA Representative Enhancement Payments" means the payments provided to the PAGA Representatives for their services as PAGA representatives.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the limited release being given by the State of California and PAGA Members for those claims described in Paragraph 5 below.

1.27. "Released Parties" means: Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P., and each of the foregoing's respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Brinker Restaurant Corporation, Brinker International, Inc., and/or Brinker International Payroll Company, L.P.; the past, present and future

shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing.

1.28. "Settlement" means the disposition of the Actions, effected by this Agreement and the Judgment.

2. **RECITALS**.

2.1. On September 8, 2021, Plaintiff Hale provided written notice to the LWDA of her intent to seek PAGA penalties, which she later amended in a written letter dated January 17, 2023.

2.2. On November 9, 2021, Plaintiff Saldana provided her first notice to the LWDA of her intent to seek PAGA penalties.

2.3. On December 14, 2021, Plaintiff Saldana commenced the *Saldana* Action by filing a class action complaint against Defendants.

2.4. On December 29, 2021, Plaintiff Saldana filed a First Amended Complaint alleging a cause of action for civil penalties under PAGA based on alleged violations for (1) failure to pay wages for all hours worked, including regular and overtime hours, in violation of California Labor Code sections 223, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198; (2) failure to provide compliant meal and rest periods in violation of California Labor Code sections 218.5, 226.7, 512, 1198; (3) failure to provide reimbursement for all necessary business expenses in violation of California Labor Code section 2802; (4) failure to provide accurate wage statements in violation of California Labor Code section 226(a); (5) failure to maintain requisite payroll records in violation of California Labor Code section 1174(d); (6) failure to pay all earned wages timely and upon discharge in violation of California Labor Code sections 201-204 and 210; and (7) engaged in unfair business practices in violation of California Business & Professions Code section 17200.

2.5. On January 9, 2023, Plaintiff Gomez provided written notice to the LWDA of his intent to seek PAGA penalties.

2.6. On July 12, 2023, Saldana amended her November 9, 2021 LWDA notice to include allegations involving Ahmone Bryant and Susan Rodgers.

2.7. On November 7, 2024, the Parties participated in an all-day mediation presided over by mediator Dave Carothers which led to this Agreement to settle the Actions.

2.8. Prior to mediation, PAGA Counsel obtained, through informal discovery, statistical data, including records of Defendants' employees, which consisted of clock-in and clock-out times, times taken for meal periods, wages earned during the relevant pay periods, written policies and procedures on meal periods, rest periods, overtime compensation, and reimbursement for business expenses, and the number of pay periods and PAGA Members. PAGA Counsel has represented that the investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.9. On July 30, 2025, Plaintiffs Saldana and Bryant filed an amended notice to the LWDA to add all alleged labor code violations that were not included in the prior PAGA Notices but are part of the "Released PAGA Claims" set forth below, including but not limited to the following: failure to pay for all hours worked; failure to pay all wages due; failure to pay premiums due, failure to provide compliant meal and rest periods; failure to reimburse reasonable business expenses; failure to provide accurate wage statements; failure to maintain requisite payroll records, failure to timely pay wages, failure to timely pay all wages due upon discharge; Labor Code sections 226.7, 246, 512, 1198, 2802, 223, 226, 201-204, 210, 510, 512, 1194, 1194.2, 1197, 1198, 1174; and Industrial Welfare Commission Wage Order No. 5-2001, sections 3, 4, 5, 7, 11, and 12. Provided that the LWDA does not provide the Parties with notice of its intent to investigate, which is an express condition precedent to this agreement, Plaintiffs Bryant and Rodgers shall

amend the First Amended Complaint in the Action (*Ahmone Bryant, et al. v. Brinker Restaurant Corporation, et al*., San Francisco Superior Court Case No. CGC-23-608589) to add claims consistent with the scope of the amended PAGA notice ("Operative Complaint"). For purposes of this Agreement, "Operative Complaint" means the amended complaint filed in the Action that adds claims consistent with the amended PAGA notice submitted on July 30, 2025. Should the LWDA choose to respond, the Parties shall reengage settlement discussions in conjunction with the mediator or another neutral should Dave Carothers be unavailable.

2.10. The Parties agree that this Agreement will resolve the claims asserted in both Actions, as well as the alleged violations submitted in each PAGA Notice.

2.11. Defendants deny the allegations in the Actions, deny any failure to comply with the laws identified in the Action, and deny any and all liability for the causes of action alleged.

3. **MONETARY TERMS**.

3.1. Gross Settlement Amount. Defendants promise to pay One Million Six Hundred Forty-Seven Thousand Five Hundred Dollars and No Cents ($1,647,500), except as provided in Paragraph 8, as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Settlement, which is currently estimated to be

$549,166.67, and PAGA Counsel Litigation Expenses Payment of not more than $150,000.00, as supported by declaration. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed $75,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $75,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and PAGA Members: The entire Net Settlement Amount will be allocated to PAGA Penalties, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of

PAGA Penalties by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4. To Plaintiffs: In consideration for Plaintiffs service as PAGA Representatives in connection with the Action, including (without limitation) their significant efforts to assist counsel in investigating and prosecuting the claims, communications with counsel, review of pleadings and settlement documents, participation in the settlement process and mediation, their full-day depositions (for Hale and Gomez), and their agreement to take on the added time, inconvenience, and responsibilities that come with serving as representative plaintiffs, Plaintiffs shall each receive a PAGA Representative Enhancement Payment of not more than $2,500.

3.2.5. Defendants will not oppose Plaintiffs' requests for a PAGA Representative Enhancement Payment that does not exceed the amount stated above. If the Court approves PAGA Representative Enhancement Payments less than the amount requested or does not approve the requested PAGA Representative Enhancement Payments, the Administrator will retain the remainder in the Net Settlement Amount. The PAGA Representative Enhancement Payments are not a material term of this Agreement and if the Court approves PAGA Representative Enhancement Payments less than the amount requested or does not approve the requested PAGA Representative Enhancement Payments, it shall not result in the Agreement being void. The

Administrator will pay the requested PAGA Representative Enhancement Payments using IRS Form 1099.

4. **SETTLEMENT FUNDING AND PAYMENTS**.

4.1. PAGA Member Data. Within ten (10) calendar days after the Effective Date, Defendants will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.2. Funding of Gross Settlement Amount. Within ten (10) calendar days after the Administrator receives the PAGA Member Data described in Paragraph 4.1, the Administrator will provide Defendants a final accounting of the funds necessary to fully fund the Gross Settlement Amount (the "Final Accounting"). Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within twenty-one (21) calendar days after Defendants receive the Final Accounting. In no event shall the Administrator provide the Final Accounting later than twenty-one (21) calendar days after the Effective Date, absent written agreement of the Parties or Court order.

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail to

each PAGA Member a letter, mutually agreed upon by the Parties, describing the Settlement and the PAGA Member's Individual PAGA Payment (the "PAGA Letter"), together with the Individual PAGA Payment check. Within the same fourteen (14) day period, the Administrator will remit the LWDA PAGA Payment to the LWDA and will issue checks for the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Payments, in each case in the amounts approved by the Court. The Administrator will not disburse the PAGA Counsel Litigation Expenses Payment before the Administrator disburses the Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Member via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided. Checks for the Individual PAGA Payments will become void 180 days after mailing. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.

4.3.3. The Administrator shall provide bi-weekly reports to PAGA Counsel and Defense Counsel detailing the status of check distributions, including the total number of checks issued, cashed, and outstanding. The Administrator shall also include in its reports proof of re-mailing for all returned checks and a summary of any additional efforts made to locate PAGA Members.

4.3.4. Second Attempt for Uncashed Checks. For any PAGA Member whose Individual PAGA Payment check remains uncashed ninety (90) calendar days after the date of mailing, the Administrator shall take a second attempt to facilitate payment as follows: (a) the Administrator shall update the PAGA Member's address using the National Change of Address Database; (b) if the Administrator identifies an updated address, the Administrator shall place a stop payment on the original check and shall issue and mail a replacement check to the updated address; (c) if the Administrator does not identify an updated address, the Administrator shall mail a reminder notice to the PAGA Member at the last known address advising that the check remains outstanding, stating the void date, and providing instructions for requesting a replacement check; and (d) if the reminder notice is returned as undeliverable without a USPS forwarding address, the Administrator shall conduct a PAGA Member Address Search and shall re-mail the reminder notice (and, if requested by the PAGA Member, a replacement check) to any address identified through that search. Any replacement check issued under this § 4.3.4 will become void one hundred eighty (180) days after the date of mailing of the replacement check.

4.3.5. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund.

4.3.6. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs Saldana, Bryant, Rodgers, Hale and Gomez, as proxies for the State of California, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Release by Plaintiffs, PAGA Members, and the LWDA: As of the date Defendants fully fund the Gross Settlement Amount, all Plaintiffs, PAGA Members, and the LWDA and State of California are deemed to release, on behalf of themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notices, during the PAGA Period, including but not limited to the following: failure to pay for all hours worked; failure to pay all wages due; failure to pay premiums due, failure to provide compliant meal and rest periods; failure to reimburse reasonable business expenses; failure to provide accurate wage statements; failure to maintain requisite payroll records, failure to timely pay wages, failure to timely pay all wages due upon discharge; Labor Code sections 226.7, 246, 512, 1198, 2802, 223, 226, 201-204, 210, 510, 512, 1194, 1194.2, 1197, 1198, 1174; and Industrial Welfare Commission Wage Order No. 5-2001, sections 3, 4, 5, 7, 11, and 12. The State of California may not pursue the same PAGA claims in any representative capacity (including by and through alleged aggrieved employees) that are being released herein in another action.

5.2. Release by PAGA Counsel: PAGA Counsel, on behalf of themselves and their present and former attorneys, employees, agents, successors, and assigns, release

the Released Parties from any and all claims for attorneys' fees, costs, or expenses incurred in connection with the Action, the Operative Complaint, and the PAGA Notices, except for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, in each case only to the extent approved by the Court and payable under this Agreement. Nothing in this Paragraph releases, limits, or waives PAGA Counsel's right to seek Court approval of, receive, or enforce payment of the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment, or to enforce this Agreement and any Approval Order or Judgment entered in connection with the Settlement.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

6.1. Plaintiff's Responsibilities. Within 30 calendar days after the Parties execute this Agreement, PAGA Counsel shall prepare and send to Defendants' Counsel a motion for approval of this Agreement ("Motion") pursuant to California Labor Code § 2699(s)(2), advocating that the terms of the Settlement are fair, adequate, and reasonable. Defendants shall have 5 days to review the Motion and make any revisions. The Parties agree to meet and confer in good faith about the Motion before Plaintiffs file the Motion. Defendants shall not oppose such a motion provided that it is consistent with the terms of this Agreement.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION**.

7.1. Selection of Administrator. The Parties have jointly selected CPT GROUP to serve as the Administrator and verified that, as a condition of appointment, CPT GROUP agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities, if required.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator will perform or observe all tasks assigned to the Administrator under this Agreement. Without limiting the foregoing, within ten (10) calendar days after the Effective Date, Defendants will provide to the Administrator the PAGA Member Data in Microsoft Excel format. The Administrator will update addresses using the National Change of Address database before mailing any PAGA Letters or Individual PAGA Payment checks. The timing and procedures for mailing the PAGA Letter and Individual PAGA Payments, re-mailing and address searches, replacement checks, bi-weekly reporting, check voiding, and escheatment are governed by § 4.3 and §§ 4.3.1-4.3.5.

7.5. No Right to Object or Request Exclusion. The Parties agree that there is no statutory right for any PAGA Member to object to, opt out of, or otherwise exclude himself or herself from the Settlement.

8. **PAGA MEMBER SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records, Defendant**s** estimate that there are approximately 28,533 PAGA Members who

worked approximately 694,859 pay periods from September 14, 2020, through October 16, 2024. Plaintiffs have relied upon this material representation in entering into this Agreement. Should the actual number of pay periods worked from September 14, 2020 through the date of Court Approval of the Settlement increase more than 10% over the 694,859 represented pay periods (764,345 pay periods), Defendants can elect to do one of the following: (1) extend the PAGA Period to the date of Court Approval of the Settlement by agreeing to increase the Gross Settlement Amount on a pro rata basis as to the additional pay periods included within the PAGA Period above the 10% mark of 764,345 pay periods, or (2) elect to conclude the PAGA Period as of the date that the total pay periods are equal to or less than 694,859 pay periods. Defendants shall communicate its election no later than the date of the hearing for Settlement Approval. For the avoidance of doubt, any increase to the Gross Settlement Amount caused by this Paragraph shall apply to PAGA Counsel's fees such that they shall be equal to one-third (1/3) of the amount of the escalated Gross Settlement Amount.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally

resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **NOTICE OF SETTLEMENT TO LWDA**. Plaintiffs and PAGA Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, subdivision (s), as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.

11. **ADDITIONAL PROVISIONS**.

11.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Actions and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents

reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by that Party in this Settlement.

11.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit PAGA Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) in court filings, including in their respective firm resumes, and/or (ii) in all necessary motions and supporting memoranda related to approval of the Settlement, or any filings with the LWDA. This provision also does not limit PAGA Counsel from complying with ethical obligations or responding to inquiries from PAGA Members. Following Entry of Judgment, Plaintiffs and PAGA Counsel shall not issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, and shall not post any information on their respective websites or in other advertising that identifies the Actions or Settlement in any matter that identifies Defendants.

Nothing in this agreement prevents PAGA Representatives from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that PAGA Representatives have reason to believe is unlawful. Further, nothing precludes PAGA Representatives from exercising their rights under Section 7 of the NLRA or under similar state law to engage in protected, concerted activity with other employees, including discussing compensation or terms and conditions of employment.

11.12. Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Member Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of PAGA Member Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Member Data.

11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

Kevin Reese
JACKSON LEWIS P.C.
Kevin.Reese@jacksonlewis.com
50 California Street 9th Floor
San Francisco, CA 94111
Telephone: (415) 796-5487

Karin Cogbill
JACKSON LEWIS P.C.

Karin.Cogbill@jacksonlewis.com
160 W. Santa Clara St., Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290

Robert W. Ottinger
THE OTTINGER FIRM, P.C.
robert@ottingerlaw.com
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San Francisco, CA 94105-3253
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fax: (213) 465-4803

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Fax: (424) 292-2355

Shaun Setareh
SETAREH LAW GROUP
shaun@setarehlaw.com
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212
Tel: (310) 888-7771
Fax: (310) 888-0109

11.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any

executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to seek Court approval of the settlement and to effectuate the terms of this Agreement. The Parties further stipulate, pursuant to CCP § 583.330(a), that the time within which the Actions must be brought to trial under CCP § 583.310 will be extended for the entire period beginning on execution of this Agreement and continuing through the Court's approval of the settlement and completion of all settlement administration and performance required by this Agreement, including any period during which the Actions are stayed for those purposes.

11.18. Enforcement Action. If one or more of the Parties institute any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such enforcement action or proceeding, including any appeal.

11.19. Continuing Jurisdiction. The Parties stipulate and jointly request that, pursuant to CCP § 664.6, the Court retain jurisdiction over the Parties and the Settlement to enforce this Agreement until full performance of all obligations under this Agreement is completed.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this Agreement between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES BEGIN ON FOLLOWING PAGE

READ CAREFULLY BEFORE SIGNING

Dated: 09 / 08 / 2026

Plaintiff Veronica Saldana

Dated: _____

Plaintiff Susan Rodgers

Dated: 09 / 03 / 2026

Plaintiff Ahmone Bryant

Dated: _____

Plaintiff Amanda Hale

Dated: _____

Plaintiff Jesus Gomez

Dated: April 13, 2026

Daniel Fuller, Senior Vice President and Chief Legal Officer on Behalf of and as an Authorized Representative of Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P.

APPROVED AS TO FORM:

JACKSON LEWIS, P.C.

Dated: _____

Kevin Reese
Karin Cogbill

THE OTTINGER FIRM, P.C.

Dated: September 4, 2026

Robert W. Ottinger

KING & SIEGEL LLP

Dated: _____

Elliot J. Siegel

Doc ID: 3cee34ceb5cb1a9be8dbe3d02a8e5058e88b77ac

Dated: _____

Plaintiff Veronica Saldana

Dated: 04 / 20 / 2026

Plaintiff Susan Rodgers

Dated: _____

Plaintiff Ahmone Bryant

Dated: _____

Plaintiff Amanda Hale

Dated: _____

Plaintiff Jesus Gomez

Dated: April 13, 2026

Daniel Fuller, Senior Vice President and Chief Legal Officer on Behalf of and as an Authorized Representative of Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P.

APPROVED AS TO FORM:

JACKSON LEWIS, P.C.

Dated: _____

Kevin Reese
Karin Cogbill

THE OTTINGER FIRM, P.C.

Dated: _____

Robert W. Ottinger

KING & SIEGEL LLP

Dated: _____

Elliot J. Siegel

Doc ID: e0cb0c467c8ffd8308fb98fd9782e5d9317f8d54

Dated: _____ _____
Plaintiff Veronica Saldana

Dated: _____ _____
Plaintiff Susan Rodgers

Dated: _____ _____
Plaintiff Ahmone Bryant

Dated: Apr 9, 2026 Amanda Hale (Apr 9, 2026 12:44:24 PDT)
Plaintiff Amanda Hale

Dated: _____ _____
Plaintiff Jesus Gomez

Dated: _____ _____
Christopher Green, Vice President, Assistant General Counsel, on Behalf of and an Authorized Representative of Brinker Restaurant Corporation, Brinker International, Inc.; and Brinker International Payroll Company, L.P.

APPROVED AS TO FORM:

JACKSON LEWIS, P.C.

Dated: _____ _____
Kevin Reese
Karin Cogbill

THE OTTINGER FIRM, P.C.

Dated: _____ _____
Robert W. Ottinger

KING & SIEGEL LLP

Dated: _____ _____
Elliot J. Siegel

Dated: _____ _____
Plaintiff Veronica Saldana

Dated: _____ _____
Plaintiff Susan Rodgers

Dated: _____ _____
Plaintiff Ahmone Bryant

Dated: _____ _____
Plaintiff Amanda Hale

Dated: Apr 7, 2026 Jesus Gomez
Jesus Gomez (Apr 7, 2026 16:20:32 PDT)
Plaintiff Jesus Gomez

Dated: _____ _____
Christopher Green, Vice President, Assistant General Counsel, on Behalf of and an Authorized Representative of Brinker Restaurant Corporation, Brinker International, Inc.; and Brinker International Payroll Company, L.P.

APPROVED AS TO FORM:

JACKSON LEWIS, P.C.

Dated: _____ _____
Kevin Reese
Karin Cogbill

THE OTTINGER FIRM, P.C.

Dated: _____ _____
Robert W. Ottinger

KING & SIEGEL LLP

Dated: _____ _____
Elliot J. Siegel

Dated: _____

Plaintiff Veronica Saldana

Dated: _____

Plaintiff Susan Rodgers

Dated: _____

Plaintiff Ahmone Bryant

Dated: _____

Plaintiff Amanda Hale

Dated: _____

Plaintiff Jesus Gomez

Dated: April 13, 2026

Daniel Fuller, Senior Vice President and Chief Legal Officer on Behalf of and as an Authorized Representative of Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P.

APPROVED AS TO FORM:

JACKSON LEWIS, P.C.

Dated: 9/01/2026

Kevin Reese
Karin Cogbill

THE OTTINGER FIRM, P.C.

Dated: _____

Robert W. Ottinger

KING & SIEGEL LLP

Dated: _____

Elliot J. Siegel

HAINES LAW GROUP, APC

Dated: 9/9/2026

Paul K. Haines

SETAREH LAW GROUP

Dated: 9/3/2026

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Shaun Setareh

4896-3109-4423, v. 1